

**TRANSFER  
TAX  
PAID**

**QUIT CLAIM DEED WITHOUT COVENANT**

KNOW ALL MEN BY THESE PRESENTS, that Blethen Maine Newspapers, Inc. ("Seller"), a Washington corporation with a principal place of business in Portland, Cumberland County, Maine, FOR CONSIDERATION PAID, hereby RELEASES to MTM Maine Properties, LLC, a Maine limited liability company with a principal place of business in Portland, Cumberland County, Maine, and a mailing address of MaineToday Media, Inc., c/o HM Capital Partners, LLC, 200 Crescent Court, Suite 1600, Dallas, Texas 75201, all Seller's right, title and interest in a certain lot or parcel of land located in the City of Waterville, County of Kennebec and State of Maine, described as follows:

48-438-1

SEE SCHEDULE A ATTACHED HERETO  
AND INCORPORATED HEREIN

IN WITNESS WHEREOF, the undersigned Robert P. Bickler has caused this Quit Claim Deed Without Covenant to be executed and delivered by the undersigned officer hereunto duly authorized, this 15<sup>th</sup> day of June, 2009.

Signed, Sealed and Delivered  
in the presence of

BLETHEN MAINE NEWSPAPERS, INC.

Christine Gampz  
Witness

By: Robert P. Bickler  
Robert P. Bickler  
Its President and Chief Executive Officer

State of Maine  
County of Cumberland, ss.

June 15, 2009

Personally appeared the above named Robert P. Bickler, President and Chief Executive Officer, of Blethen Maine Newspapers, Inc. and acknowledged the foregoing instrument to be his/her free act and deed in aid capacity and the free act and deed of said Blethen Maine Newspapers, Inc.

Before me,

Cherie J. Gunn  
Notary Public  
Print Name: Cherie J. Gunn  
Commission Expires: March 18, 2016

Received Kennebec SS.  
6/15/2009 3:11 PM  
# Pages 6 Attested  
RECEIVED BY NOTARY PUBLIC  
REGISTER OF DEEDS



1483154.1  
DWT 12967880v1 0040701-000999

CHERIE J. GUNN  
Notary Public, Maine  
My Commission Expires March 18, 2016

c) N. H. Bickler

**SCHEDULE A**

A CERTAIN LOT OR PARCEL OF LAND located on the easterly side of Front Street in the City of Waterville, County of Kennebec, State of Maine, and further bounded and described as follows, to wit:

Beginning at a 3/4" steel pin set marking the southwesterly corner of Lot 6 as delineated on a plan entitled "Boundary Plan of Head of Falls Urban Renewal Area", Sheet 2 of 2, dated December 1976, and recorded June 21, 1977, in the Kennebec County Registry of Deeds, File No. E-77073, and marking the northwesterly corner of land currently of Fleet Bank, formerly known as Federal Trust Company, as recorded in the Kennebec County Registry of Deeds, Book 1001, Page 400;

Thence North nineteen degrees thirty-three minutes East (N 19° 33' E) along the easterly line of Front Street a distance of one hundred thirty-six and zero-tenths feet (136.0') to a point; thence North seventeen degrees three minutes East (N 17° 03' E) continuing along the easterly line of Front Street a distance of one hundred ninety-two and two-tenths feet (192.2') to a 3/4" steel pin set marking the northwesterly corner of the herein-described parcel and remaining land of Lot 6 as delineated on the plan entitled "Boundary Plan of Head of Falls Urban Renewal Area" to be retained by the City of Waterville;

Thence South sixty-eight degrees thirteen minutes East (S 68° 13' E) along the southerly line of remaining land of Lot 6 to be retained by the City of Waterville a distance of fifty-nine and four-tenths feet (59.4) to a 3/4" steel pin set marking the northeasterly corner of the herein-described parcel;

Thence along a curve to the left of the Maine Central Railroad Company Right of Way as shown on a plan entitled "Right of Way and Track Map, Maine Central Railroad Company, No. V-1/75", said curve having a radius of seven hundred thirty-one and five-tenths feet (731.5') and an arc length of sixty and three-tenths feet (60.3') to a 3/4" steel pin set;

Thence N sixty-five degrees five minutes West (N 65° 05' W) along the Maine Central Railroad Company Right of Way a distance of twenty and zero-tenths feet (20.0') to a 3/4" steel pin set;

Thence along another curve to the left of the Maine Central Railroad Company Right of Way, a portion of Lot 6, and a portion of Lot 9, as delineated on the plan entitled "Boundary Plan of Head of Falls Urban Renewal Area", said curve having a radius of seven hundred fifty-seven and three-tenths feet (757.3') and an arc length of one hundred ninety-nine and nine-tenths feet (199.9') to an 3/4" steel pin set;

Thence continuing along the same curve to the left of the Maine Central Railroad

Company Right of Way and Lot 9 as delineated on the plan entitled "Boundary of Head of Falls Urban Renewal Area", an arc length of fifty-six and nine-tenths feet (56.9') to a point at the high watermark of the Kennebec River;

Thence continuing along the same curve to a point at the low water mark of the Kennebec River;

Thence continuing along the same course to the thread of the Kennebec River;

Thence in a southwesterly direction following the thread of the Kennebec River to a point, which point marks the intersection of the next call extended southeasterly with the thread of the Kennebec River;

Thence North seventy degrees twenty-seven minutes West (N 70° 27' W) to the low water mark;

Thence North seventy degrees twenty-seven minutes West (70° 27' W) along remaining land of Lot 9 as delineated on the plan entitled "Boundary Plan of Head of Falls Urban Renewal Area" to be retained by the City of Waterville a distance of thirty and five-tenths (30.5') to a 3/4" steel pin set;

Thence North seventy degrees twenty-seven minutes West (N 70° 27' W) along remaining land of Lot 9 to be retained by the City of Waterville and land now or formerly of Fleet Bank a distance of one hundred fifty-one and six-tenths feet (151.6') to a 3/4" steel pin set at the point of beginning.

EXCEPTING a thirty-foot (30') permanent easement as granted by Waterville Urban Renewal Authority to Kennebec Sanitary Treatment District, its successors and assigns, and described as the second easement in deed recorded in Kennebec County Registry of Deeds, Book 1658, Page 181.

This easement is shown as Easement #1 on plan by Rowe and Wendell, dated August 20, 1996, and recorded in the Kennebec County Registry of Deeds, File No. D-96113.

EXCEPTING a thirty-foot (30') permanent easement as granted by the City of Waterville to Waterville Sewerage District, its successors and assigns, by deed dated September 19, 1996, and recorded or to be recorded in Kennebec County Registry of Deeds, to construct, repair, inspect and maintain drains and appurtenances within the limits of said described land currently containing an 18" storm drain pipe. The easement is to be fifteen feet (15') on either side of the centerline of the pipe currently located as follows:

Beginning at a point on the southerly line of the herein-conveyed parcel, said point being located South seventy degrees twenty-seven minutes East (S 70° 27' E) a

distance of one hundred nine and eight-tenths feet (109.8') from the 3/4" steel pin set at the southwesterly corner of the herein-conveyed parcel;

Thence North thirteen degrees zero minutes East (N 13° 00' E) a distance of two hundred twenty-four and two-tenths feet (224.2') to land now or formerly of Maine Central Railroad Company.

This easement is shown as Easement #2 on plan by Rowe and Wendell, dated August 20, 1996, and recorded in the Kennebec County Registry of Deeds, File No. D-96113.

EXCEPTING a thirty-foot (30') permanent easement as granted by the City of Waterville to Waterville Sewerage District, its successors and assigns, by deed dated September 19, 1996, and recorded or to be recorded in Kennebec County Registry of Deeds, to construct, repair, inspect and maintain drains and appurtenances within the limits of said described land currently containing an eighteen inch (18") storm drain pipe. The easement is to be fifteen feet (15') on either side of the centerline of the pipe currently located as follows:

Beginning at a point six and zero tenths feet (6.0') from a 3/4" steel pin set at the southerly end of a curve to the left in the westerly line of the Maine Central Railroad Company right of way, said curve having a radius of seven hundred thirty-one and five tenths feet (731.5') and an arc length of sixty and three-tenths feet (60.3');

Thence North one degree thirty three minutes West (N 01 ° 33' W) a distance of forty-three and seven-tenths feet (43.7') to the right of way of Maine Central Railroad Company, this course continues over the right of way of Maine Central Railroad Company and other land of the City of Waterville to a manhole near the southeasterly corner of the intersection of Temple Street and Front Street.

This easement is shown as Easement #2 on plan by Rowe and Wendell, dated August 20, 1996, and recorded in the Kennebec County Registry of Deeds, File No. D-96113.

EXCEPTING a thirty-foot (30') permanent easement as granted by the City of Waterville to Waterville Sewerage District, its successors and assigns, by deed dated September 19, 1996, and recorded or to be recorded in Kennebec County Registry of Deeds, to construct, repair, inspect and maintain sewers and appurtenances thereto within the limits of said described land currently containing a ten-inch (10") sewer pipe. The easement is to fifteen feet (15') on either side of the centerline of the pipe currently located as follows:

Beginning at a point in the westerly line of the above-conveyed parcel, said point being located South seventeen degrees three minutes West (S 17° 03' W) a distance of one hundred four and seven-tenths feet (104.7') from the 3/4" steel pin set at the northwesterly corner of the herein-conveyed parcel; thence South fifty-nine degrees thirty

minutes East (S59° 30' E) a distance of eighty-two and zero-tenths feet (82.0') to a manhole;

Thence South twenty-three degrees nine minutes East (S 23° 09' E) a distance of seventy-eight and five tenths feet (78.5') to a Kennebec Sanitary Treatment District manhole.

This easement is shown as Easement #3 on plan by Rowe and Wendell, dated August 20, 1996, and recorded in the Kennebec County Registry of Deeds, File No. D-96113.

By acceptance of this deed, the Grantee covenants and agrees that there shall be no buildings or other structures hereinafter erected within the limits of the above-described easements without the express written permission of the Waterville Sewerage District, its successors and assigns.

EXCEPTING from the above-described conveyance all riparian rights of record.

The herein-described parcel of land is a portion of the premises conveyed to the City of Waterville by Waterville Urban Renewal Authority dated June 30, 1977, and recorded September 8, 1977, in the Kennebec County Registry of Deeds, Book 2039, Page 67.

Bearings for this description have been rotated to match the above-mentioned plan entitled "Boundary Plan of Head of Falls Urban Renewal Area", Sheets 1 and 2, dated December 1976. Distances were derived from a July 1996 standard boundary survey for the City of Waterville dated August 20, 1996, and recorded in the Kennebec County Registry of Deeds as File No. D-96113. Pins described as set are capped with aluminum surveyor's caps inscribed "David A Wendell, PLS 2264.

The provisions and covenants herein contained shall bind, and the benefits and advantages shall inure to, the successors and assigns of Grantor and Grantee. (Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.)

This deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land, and the Grantee hereby binds itself and its successors, assigns, grantees, and lessees forever to these covenants and conditions which covenants and conditions are as follows:

#### COVENANTS RUNNING WITH THE LAND

FIRST: The property shall be devoted to, and only to and in accordance with, the uses specified in Section R 17 of the Urban Renewal Plan, as the same may hereafter be amended and extended from time to time.

SECOND: None

THIRD: None

FOURTH: The Grantee agrees for itself and any successor in interest, not to discriminate upon the basis of race, creed, color, or national origin in the sale, lease, or rental, or in the use or occupancy of the property hereby conveyed or any part thereof, or of any improvements erected or to be erected thereon or any part thereof.

FIFTH: It is distinctly covenanted and agreed between the parties hereto that Paragraph FIRST and Paragraph FOURTH shall be covenants running with the land and that they shall, in any event, and without regard to the technical classification or designation, legal or otherwise, and except only as otherwise specifically provided, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, and the United States of America (in the case of the covenant provided in Paragraph FOURTH) against the Grantee, its successors and assigns, and every successor in interest to the property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof. It is further intended and agreed that the agreement and covenant provided in Paragraph FIRST shall remain in effect until June 1, 2006, (at which time such agreement and covenant shall terminate) and Paragraph FOURTH shall remain in effect without limitation as to time.

TOGETHER WITH the rights, and subject to the terms and conditions, of that certain Agreement by and between the City of Waterville and Guy Gannett Communications dated September 19, 1996, as recorded in Book 5222, Page 95 of the Kennebec County Registry of Deeds, as assigned by Guy Gannett Communications to Media Properties of Maine, LLC by Assignment dated October 30, 1998 and recorded in Book 5778, Page 72 of the Kennebec County Registry of Deeds.